

# ShawPittman LLP

A Limited Liability Partnership Including Professional Corporations

## ORIGINAL

Susan M. Hafeli  
(202) 663-8414  
susan.hafeli@shawpittman.com

December 4, 2002

**VIA FEDERAL EXPRESS**

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

<b>PAID T.R.A.</b>	
Chk #	<u>175006</u>
Amount	<u>25.00</u>
Rcvd By	<u>AK</u>
Date	<u>12-5-02</u>

**Re: Application of Metro Teleconnect Companies, Inc. for a Certificate to Provide Competing Facilities-Based and Resold Local Exchange Services within the State of Tennessee**

Dear Mr. Waddell:

Transmitted herewith on behalf of our client, Metro Teleconnect Companies, Inc. ("Metro Teleconnect") are an original and 13 copies of Metro Teleconnect's application for a certificate to operate as a competing provider of facilities-based and resold local exchange services in Tennessee. A check in the amount of \$25.00 is enclosed in payment of the requisite filing fee.

Attached as Exhibits E and F to the Application are Metro Teleconnect's financial statements and projections. Metro Teleconnect is privately held and does not publicly disclose its financial information. Consequently, the financial documentation is provided under separate cover, clearly marked "**CONFIDENTIAL - FILED UNDER SEAL,**" and it is respectfully requested that this information not be made part of the public record.

Please date-stamp the Receipt copy of this filing and return it to the undersigned in the enclosed self-addressed, stamped envelope. Please refer all questions and correspondence regarding this filing to the undersigned.

Respectfully submitted,

*Susan M. Hafeli*

Susan M. Hafeli  
Counsel for Metro Teleconnect Companies, Inc.

Enclosures

## **Before the Tennessee Regulatory Authority**

**In the Matter of the Application  
of Metro Teleconnect Companies, Inc.  
for a Certificate to Provide Competing  
Facilities-Based and Resold Local Exchange  
Services within the State of Tennessee**

### **Application for Certificate to Provide Competing Facilities-Based and Resold Local Exchange Services**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Metro Teleconnect Companies, Inc. ("Metro Teleconnect" or "Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to Metro Teleconnect the authority to provide competing local telecommunications services, including local exchange and exchange access telecommunications services, within the State of Tennessee.

Metro Teleconnect is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing telecommunications services. TCA §65-4-201.

In support of its Application, Metro Teleconnect submits the following:

- 1) The full name and address of the Applicant is:

Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429  
Toll Free: (800) 695-6955

Questions regarding this Application should be directed to:

Chad Hazam, President  
Patrick Smith, Director  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429

with a copy to Applicant's counsel:

Glenn S. Richards, Esq.  
Susan M. Hafeli, Esq.  
Shaw Pittman LLP  
2300 N Street, NW  
Washington, DC 20037  
Telephone: (202) 663-8000  
Facsimile: (202) 663-8007

Contact names and address at the Company are:

Chad Hazam, President  
Patrick Smith, Director  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429

- 2) Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information:

See **Exhibit A**.

- 3) Corporate information:

Applicant is a corporation organized and existing under the laws of Pennsylvania. Attached hereto as **Exhibit B** is a copy of Applicant's Articles of Incorporation. Applicant has one wholly-owned subsidiary, Metro Teleconnect, Inc., which on February 16, 2000 was granted a certificate to provide local exchange telecommunication services in the Commonwealth of Virginia. The business address of Metro Teleconnect, Inc. is 2150 Herr Street, Harrisburg, Pennsylvania 17103.

Attached hereto as **Exhibit C** is a copy of Applicant's authority to do business in Tennessee.

The names, titles, and addresses of the Applicant's principal corporate officers are:

<u>Name</u>	<u>Position</u>
Chad Hazam	President
Karis Llewellyn-Hazam	Vice President
David Hill	Secretary
Jerry Bankes	Chief Financial Officer

Each of the above-named individuals may be contacted at:

Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429

There are no officers located in Tennessee. The biographies of the Applicant's key management and technical personnel are included as **Exhibit D**.

4. Applicant possesses the managerial, technical, and financial ability to provide competing local telecommunications services in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

*Financial Statements:* Applicant is financially qualified to provide facilities-based and resold local telecommunications services in Tennessee. Attached hereto as **Exhibit E** is a copy of the Applicant's financial statements for the year ending December 31, 2001 and the nine-month period ending September 30, 2002. These statements demonstrate that Metro Teleconnect possesses the financial and working capital necessary to fulfill any obligations that it may undertake with respect to the operation and maintenance of the services proposed in this Application.

*Financial Projections:* Attached hereto as **Exhibit F** are projected financial statements for the next three (3) years.

Neither the financial statements nor the projected financials reflect any revenues or expenses associated with reciprocal compensation for terminating ISP traffic.

**Exhibits E and F** contain confidential and proprietary information and are not generally available to the public. Applicant therefore is submitting this information in a separate sealed envelope, marked "**Confidential**," and respectfully requests that it be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

*Capital Expenditures Budget:* At present, Applicant plans to provide facilities-based local exchange services through the lease or purchase of unbundled network element ("UNE") platform and/or resale and does not plan to make capital expenditures for the purchase of equipment to provide service. To the extent necessary, Applicant requests a waiver of the requirement to provide a three-year capital expenditure budget.

Applicant is in the process of obtaining its Corporate Surety Bond and will file that bond with the Authority promptly upon receipt.

B. Managerial Ability:

As shown in Exhibit D, Applicant has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in Exhibit D, Metro Teleconnect's management team has extensive management and business experience in all facets of the telecommunications industry.

Applicant's managerial expertise is further established by its numerous state certifications to provide local telecommunications services. Applicant is currently authorized to provide local exchange telecommunication service in Arkansas, Connecticut, Delaware, the District of Columbia, Indiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, New Hampshire, New Jersey, New York (operating as Cellular Rentals, Inc.), North Carolina, Ohio, Oklahoma, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Texas, Vermont, Virginia (through its wholly-owned subsidiary Metro Teleconnect, Inc.) and West Virginia. Further, in addition to filing this Application for authority to provide local telecommunications services in Tennessee, Applicant also has filed or intends to file applications requesting authority to provide local exchange services in the states of Alabama, Florida, Georgia, Louisiana, and Mississippi.

Neither Applicant nor its subsidiary, Metro Teleconnect, Inc., has been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant or its subsidiary to operate therein.

C. Technical Qualifications:

Applicant's services will satisfy the minimum standards established by the TRA. Applicant will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all local exchange companies regulated by the TRA. Applicant will not require customers to purchase customer premises equipment ("CPE"), which cannot be used with the Incumbent Local Exchange Carrier's systems.

Applicant currently provides local telecommunications services to residential customers in over 25 states, as described above. These operations demonstrate that Applicant has significant technical experience in providing the services proposed herein.

Applicant's multi-state operations, in conjunction with the extensive industry experience described in Exhibit D, demonstrate that it is technically and managerially qualified to provide local telecommunications services in Tennessee.

5. Proposed Service Area:

Applicant requests authority to operate as a facilities-based provider and reseller of local telecommunications services throughout the State of Tennessee. Although Metro Teleconnect initially plans to provide service in the service territory of BellSouth, Metro Teleconnect seeks statewide authorization so that it may expand its local exchange service areas in Tennessee as market conditions warrant.

Applicant does not intend to construct or install telecommunications facilities in Tennessee. Rather, it requests facilities-based authority to ensure its ability to lease and/or purchase unbundled network element ("UNE") platform from the incumbent local exchange carrier.

6. Types of Local Services to be Provided:

Metro Teleconnect proposes to provide residential consumers with unlimited local calling, optional calling services and features, and access to 911 and toll-free (e.g., 800, 888) services. At this time, Metro Teleconnect does not propose to provide access to usage-based services, such as direct-dial, long-distance calls, collect calls, operator-assisted calls, and third-number billed calls. Applicant's local telecommunications services and optional features are more fully described in its proposed tariff, attached hereto as Exhibit G.

7. Repair and Maintenance:

Applicant understands the importance of effective customer service for local service customers. Customers may call the Company at its toll-free customer service number, (800) 695-6955, which is printed on the customer's monthly billing statement. In addition, customers may contact the Company in writing at the headquarters address.

The contact person knowledgeable about Applicant's Tennessee operations is Mr. Tom Gregson. Mr. Patrick Smith will be addressing customer service issues. Both may be reached at:

Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429

8. Small and Minority-Owned Telecommunications Business Participation Plan (65-5-212):

See Exhibit H.

9. Toll Dialing Parity Plan:

See Exhibit I.

10. Notice:

Applicant has served notice of this Application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the Applicant's intention of operating in the entire State of Tennessee. A certificate of service is attached hereto as **Exhibit J**.

11. Numbering Issues:

A statement is provided in **Exhibit K**.

12. Tennessee Specific Operational Issues:

A statement is provided in **Exhibit L**.

13. Miscellaneous:

A. Sworn Pre-Filed Testimony:

See **Exhibit M**.

B. Customer Deposits:

The Applicant does not require customer deposits.

C. Complaints:

Metro Teleconnect does not have any pending or final judgments or decisions against it which involve customer service or rates from any state or federal agency.

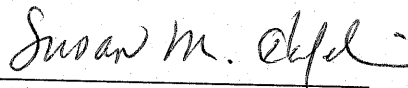
D. Tariff:

A copy of Applicant's proposed tariff is enclosed as **Exhibit G**.

**CONCLUSION**

Metro Teleconnect Companies, Inc. respectfully requests that the TRA enter an Order granting it a Certificate of Convenience and Necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of BellSouth, Verizon, and any other incumbent local exchange carrier that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated herein, Metro Teleconnect's provision of these services would promote the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. Applicant's presence in Tennessee will also increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce prices, and improve quality of service.

Respectfully submitted this 4<sup>th</sup> day of December, 2002.



Glenn S. Richards  
Susan M. Hafeli  
Shaw Pittman LLP  
2300 N. Street, N.W.  
Washington, D.C. 20037-1128  
Telephone: (202) 663-8000  
Facsimile: (202) 663-8007

Counsel for Metro Teleconnect Companies, Inc.



**EXHIBIT LIST**

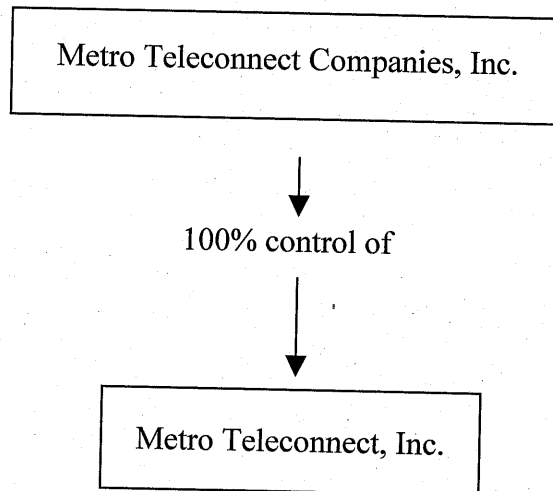
EXHIBIT A	Organizational Chart of Corporate Structure
EXHIBIT B	Articles of Incorporation
EXHIBIT C	Authority to do Business in Tennessee
EXHIBIT D	Biographies of Key Personnel
EXHIBIT E	Financial Statements <b>CONFIDENTIAL – FILED UNDER SEAL</b>
EXHIBIT F	Financial Projections <b>CONFIDENTIAL – FILED UNDER SEAL</b>
EXHIBIT G	Proposed Local Exchange Services Tariff
EXHIBIT H	Small and Minority Owned Telecommunications Business Participation Plan
EXHIBIT I	IntraLATA Toll Dialing Parity Plan
EXHIBIT J	Certificate of Service to Incumbents
EXHIBIT K	Responses regarding Numbering Issues
EXHIBIT L	Responses regarding Tennessee Specific Operational Issues
EXHIBIT M	Pre-filed Direct Testimony of Patrick Smith, Director, Metro Teleconnect Companies, Inc.
VERIFICATION	

**EXHIBIT A**

**Organizational Chart of Corporate Structure**

**Exhibit A**

**Organizational Chart of Corporate Structure**



**EXHIBIT B**

**Articles of Incorporation**

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

FEBRUARY 02, 2001

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

METRO TELECONNECT COMPANIES, INC.

I, Kim Pizzingrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Incorporation and all Amendments

which appear of record in this department



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Kim Pizzingrilli*

Secretary of the Commonwealth

DPOS

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
ROOM 308 NORTH OFFICE BUILDING  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

36

METRO TELECONNECT COMPANIES, INC.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT.  
PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE  
COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS  
TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA. IF YOU HAVE ANY  
QUESTIONS PERTAINING TO THE CORPORATION BUREAU, CALL (717) 787-1057.

ENTITY NUMBER: 2618575

MICROFILM NUMBER: 2000026

0710-0711

CHARLES E FRIEDMAN ESQ  
PO BOX 885  
HARRISBURG PA 17108-0885

026-710

MAR 30 2000

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 2618575

Kim Fitzgerald  
Secretary of the Commonwealth  
JK

ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION  
DSCB:15-1915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The name of the corporation is: Cellular Rentals, Inc.
2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):  
(a) 900 McCormick Road, Mechanicsburg, Pennsylvania 17055, Cumberland  
Number and Street City State Zip County  
(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: 15 Pa. C. S. § 1306
4. The date of its incorporation is: January 25, 1995
5. (Check, and if appropriate complete, one of the following):  
☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.  
\_\_\_\_\_ The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

6. (Check one of the following):  
☒ The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).  
\_\_\_\_\_ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

7. (Check, and if appropriate complete, one of the following):  
☒ The amendment adopted by the corporation, set forth in full, is as follows:  
The name of the Corporation is changed to Metro Teleconnect Companies, Inc, and the Registered Office is changed to 2150 Herr Street, Harrisburg, Pennsylvania 17103, Dauphin County

\_\_\_\_\_ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

200026-711

8. (Check if the amendment restates the Articles):

☐ The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 28<sup>th</sup> day of March, 2000.

Cellular Rentals, Inc.

(Name of Corporation)

BY: Wladimir

(Signature)

TITLE: President



COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

FEBRUARY 02, 2001

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

METRO TELECONNECT COMPANIES, INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania  
and remains a subsisting corporation so far as the records of this office  
show, as of the date herein.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and caused  
the Seal of the Secretary's  
Office to be affixed, the day  
and year above written.

*Kim Duggan*

Secretary of the Commonwealth

DPOS

Microfilm Number \_\_\_\_\_

Filed with the Department of State of PENNSYLVANIA

Entity Number 2613575

ACTING

Secretary of the Commonwealth

## ARTICLES OF INCORPORATION

DSCB:15-1306 (Rev 89)

Indicate type of domestic corporation (check one):

☒ Business-stock (15 Pa. C.S. § 1306)

☐ Professional (15 Pa. C.S. § 2903)

☐ Business-nonstock (15 Pa. C.S. § 2102)

☐ Management (15 Pa. C.S. § 2701)

☐ Business-statutory close (15 Pa. C.S. § 2304a is applicable)

☐ Cooperative (15 Pa. C.S. § 7701)

1. The name of the corporation is: CELLULAR RENTALS INC.

This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 900 McCormick Road, Mechanicsburg PA 17055 Cumberland  
Number and Street City State Zip County

(b) \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

10,000 non-voting common

3. The aggregate number of shares authorized is: 10,000 voting common (other provisions, if any, attach 8 1/2 x 11 sheet)

4. The name and address, including street and number, if any, of each incorporator is:

Name	Address	Signature	Date
<u>Charles E. Friedman, Esq.</u>	<u>305 N. Front Street Harrisburg, PA 17108</u>	<u>[Signature]</u>	<u>1/23/95</u>

5. The specified effective date, if any, is: \_\_\_\_\_

month day year hour, if any

6. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

7. Statutory close corporation only: Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (15U.S.C. § 77A et seq.).

8. Business cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: \_\_\_\_\_

PA DEPT. OF STATE

JAN 25 1996  
SURF COMPANY, PHILADELPHIA  
1-800-533-8113

DEC 07 1998

Microfilm Number

Filed with the Department of State on

Entity Number 2618575

*Kim Fitzgerald*  
ACTING Secretary of the Commonwealth

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is:

Cellular Rentals, Inc.

2. (Check and complete one of the following):

☒ The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this

Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 900 McCormick Road	Mechanicsburg, PA	17055	Cumberland
Number and Street	City	State	Zip
			County

(b) c/o:

Name of Commercial Registered Office Provider

County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_ The surviving corporation is a qualified foreign business corporation incorporated under the laws of and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a)					
Number and Street	City	State	Zip	County	

(b) c/o:

Name of Commercial Registered Office Provider

County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip
-------------------	------	-------	-----

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

SEE -7

Name of Corporation      Address of Registered Office or Name of Commercial Registered Office Provider  
County

Cellular Rentals, Inc.      900 McCormick Road      Mechanicsburg, PA 17055  
Cumberland County

New York Teleconnect, Inc. (not qualified to do business in Pennsylvania)

DSCB:15-1926 (Rev 90)-2

4. (Check, and if appropriate complete, one of the following):

X The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

\_\_\_\_\_ The plan of merger shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of Corporation

Manner of Adoption

Cellular Rentals, Inc.

"Adopted by the directors and  
shareholders pursuant to  
15 Pa.C.S. § 1924(a)."

6. ~~(Strike out this paragraph for foreign corporations.)~~ The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation (or each of the foreign business corporations) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated.

7. (Check, and if appropriate complete, one of the following):

-X The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

\_\_\_\_\_ Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street

City

State

Zip

County

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 10th day of November, 19 98.

(Name of Corporation)

Cellular Rentals, Inc.

BY: *Karis Hayam* (Signature)

*President* TITLE:

New York Teleconnect, Inc.

(Name of Corporation)

BY: *Michael Hagan* (Signature)

*President* TITLE:

DSCB:15-1926 (Rev 90)-3

Department of State  
Corporation Bureau  
P.O. Box 8722  
Harrisburg, PA 17105-8722

**Instructions for Completion of Form:**

A. One original of this form is required. The form shall be completed in black or blue-black ink in order to permit reproduction. The filing fee for this form is \$108 plus \$28 additional for each party in addition to two, made payable

to the Department of State. PLEASE NOTE: A separate check is required for each form submitted.

B. Under 15 Pa.C.S. § 135(c) (relating to addresses) an actual street or rural route box number must be used as an address, and the Department of State is required to refuse to receive or file any document that sets forth only a post office box address.

C. The following, in addition to the filing fee, shall accompany this form:

(1) Three copies of a completed form DSCB:15-134B (Docketing Statement-Changes).

(2) Three copies of a completed form DSCB:15-134A (Docketing Statement), with respect to the new corporation resulting from a consolidation, unless the new corporation is a nonqualified foreign corporation.

(3) Any necessary copies of form DSCB:17.2 (Consent to Appropriation of Name) or form DSCB:17.3 (Consent

to Use of Similar Name) shall accompany Articles of Merger effecting a change of name, and the change in name shall contain a statement of the complete new name.

(4) Any necessary governmental approvals.

D. If a new corporation results from the transaction the form should be rewritten as Articles of Consolidation and modified accordingly.

E. A foreign business corporation may be a party to a merger notwithstanding the fact that it has not received a certificate of authority to do business in Pennsylvania. However, if the surviving corporation is a foreign corporation

## PLAN OF MERGER

\*\*\*\*\*

FIRST: (a) The name of each constituent corporation is as follows:

New York Teleconnect, Inc.  
Cellular Rentals, Inc.

(b) The name of the surviving corporation is Cellular Rentals, Inc. and following the merger its name shall be Cellular Rentals, Inc.

SECOND: As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

<u>Name of Corporation</u>	<u>Designation and number of shares in each class or series outstanding</u>	<u>Class or series of shares entitled to vote</u>	<u>Shares entitled to vote as a class or series</u>
New York Teleconnect, Inc.	Common 1,000	common	
Cellular Rentals, Inc.	Voting common 1,000	voting common	

THIRD: The terms and conditions of the merger are as follows: There are two shareholders (collectively, "Shareholders" and individually, "Shareholder") of issued and outstanding shares of common stock of New York Teleconnect, Inc. Each Shareholder owns five-hundred shares of common stock of New York Teleconnect, Inc. At the effective date of the merger, by virtue of the merger and without any action on the part of the constituent corporations or the surviving corporation, each of the issued and outstanding shares of common stock of New York Teleconnect, Inc. shall be canceled and each Shareholder of New York Teleconnect, Inc. shall receive one fully paid and nonassessable share of voting common stock of Cellular Rentals, Inc. No other property, shares, other securities or consideration of any type will be distributed or issued in connection with or as a result of the merger.

FOURTH: There are no amendments or changes in the certificate of incorporation of the surviving corporation, Cellular Rentals, Inc.

FIFTH: The by-laws of the surviving corporation, Cellular Rentals, Inc., are confirmed.

SIXTH: This Plan of Merger shall become effective immediately upon compliance with the laws of the states of Pennsylvania and New York (hereinafter called the "Effective Date").

SEVENTH: The separate corporate existence of New York Teleconnect, Inc. shall cease forthwith upon the Effective Date.

EIGHTH: Cellular Rentals, Inc. agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of any constituent corporation, previously amendable to suit in the State of New York, and for the enforcement under the Business Corporation Law, of the right of shareholders of any constituent domestic corporation to receive payment for their shares against the surviving consolidated corporation; and it designates the Secretary of State of New York as its agent upon whom process may be served in the manner set forth in paragraph (b) of section 306 of the Business Corporation Law, in any action or special proceeding. The post office address to which the Secretary of State shall mail a copy of any process against it served upon him is Cellular Rentals, Inc., 900 McCormick Road, Mechanicsburg, Pennsylvania 17055. Such post office address shall supersede any prior address designated as the address to which process shall be mailed.

The foregoing Plan of Merger was duly adopted by the board of directors of each constituent corporation on the dates set forth below:

NAME OF CORPORATION

DATE OF ADOPTION

New York Teleconnect, Inc.

11 / 2, 1998

Cellular Rentals, Inc.

11 / 2, 1998

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Plan of Merger to be executed by its President and attested by its Secretary and its corporate seal to be hereunto affixed.

ATTEST:

Karis Hazam  
Karis Hazam, Secretary

New York Teleconnect, Inc.

By: Chad Hazam  
Chad Hazam, President

ATTEST:

Dave Hill  
Dave Hill, Secretary

Cellular Rentals, Inc.

By: Karis Hazam  
Karis Hazam, President

(Corporate Seal)

I:\DATA\USER\TREYNOLD\HAZAM\MERG.PLN



9955- 437

JUL 22 1999

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 2618575Secretary of the Commonwealth JL

**ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION**  
**DSCB:15-1926 (Rev 90)**

In compliance with the requirements of 15 Pa.C.S. § 1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: Cellular Rentals, Inc.

2. (Check and complete one of the following):

☒ The surviving corporation is a domestic business corporation and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 525 South 29th Street, Harrisburg, Pennsylvania 17104 Dauphin  
 Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
 Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_ The surviving corporation is a qualified foreign business corporation incorporated under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) \_\_\_\_\_  
 Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
 Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

\_\_\_\_ The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of \_\_\_\_\_

\_\_\_\_\_  
 Number and Street City State Zip County

PA DEPT. OF STATE

JUL 22 1999  
 (PA. - 1424 - 11/1/93)

- | Name of Corporation   | Address of Registered Office or Name of Commercial Registered Office Provider | County |
|---|---|--------|
| <u>Metro Teleconnect, Inc. (not qualified to do business in Pennsylvania)</u> |   |        |

- X The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.
- \_\_\_\_\_ The plan of merger shall be effective on \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

- | Name of corporation           | Manner of adoption   |
|-------------------------------|--|
| <u>Cellular Rentals, Inc.</u> | Adopted by the directors and shareholders pursuant to 15 Pa. C.S. section 1924(a). |

- X The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.
- Pursuant to 15 Pa.C.S. § 1901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative Articles of Incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is:

Number and Street	City	State	Zip
-------------------	------	-------	-----

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 13 day of April, 1999.

Cellular Rentals, Inc.

(Name of Corporation)

BY: Karis Hazam

(Signature)

TITLE: President (Karis Hazam)

Metro Teleconnect, Inc.

(Name of Corporation)

BY: Kenneth W. Cox

(Signature)

TITLE: President (Kenneth Cox)

# PLAN OF MERGER

\*\*\*\*\*

FIRST: (a) The name of each constituent corporation is as follows:

Metro Teleconnect, Inc.  
Cellular Rentals, Inc.

(b) The name of the surviving corporation is Cellular Rentals, Inc. and following the merger its name shall be Cellular Rentals, Inc.

SECOND: As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof are as follows:

<u>Name of Corporation</u>	<u>Designation and number of shares in each class or series outstanding</u>	<u>Class or series of shares entitled to vote</u>	<u>Shares entitled to vote as a class or series</u>
Metro Teleconnect, Inc.	1,000	common	
Cellular Rentals, Inc.	Voting common 1,000	voting common	

THIRD: The terms and conditions of the merger are as follows: There is one shareholder ("Shareholder") of issued and outstanding shares of common stock of Metro Teleconnect, Inc. At the effective date of the merger, by virtue of the merger and without any action on the part of the constituent corporations or the surviving corporation, each of the issued and outstanding shares of common stock of Metro Teleconnect, Inc. shall be canceled and Shareholder shall receive one-thousand (\$1,000) dollars for Shareholder's shares in Metro Teleconnect, Inc. No other property, shares, other securities or consideration of any type will be distributed or issued in connection with or as a result of the merger.

FOURTH: There are no amendments or changes in the certificate of incorporation of the surviving corporation, Cellular Rentals, Inc.

FIFTH: The by-laws of the surviving corporation, Cellular Rentals, Inc., are confirmed.

SIXTH: This Plan of Merger shall become effective immediately upon compliance with the laws of the states of Pennsylvania and Maryland (hereinafter called the "Effective Date").

SEVENTH: The separate corporate existence of Metro Teleconnect, Inc. shall cease

forthwith upon the Effective Date.

The foregoing Plan of Merger was duly adopted by the board of directors of each constituent corporation on the dates set forth below:

NAME OF CORPORATION

DATE OF ADOPTION

Metro Teleconnect, Inc.

3/29, 1999

Cellular Rentals, Inc.

3/29, 1999

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Plan of Merger to be executed by its President and attested by its Secretary and its corporate seal to be hereunto affixed.

ATTEST:

Metro Teleconnect, Inc.

Tracey Morgan  
Tracey Morgan, Secretary

By: Kenneth W. Cox  
Kenneth Cox, President

(Corporate Seal)

ATTEST:

Cellular Rentals, Inc.

Dave Hill  
Dave Hill, Secretary

By: Karis Hazam  
Karis Hazam, President

(Corporate Seal)

MAR 30 2000

Microfilm Number \_\_\_\_\_

Filed with the Department of State, of

Entity Number 2618575

**Secretary of the Commonwealth**

**ARTICLES OF AMENDMENT-DOMESTIC BUSINESS CORPORATION**  
**DSCB:15-1915 (Rev 90)**

In compliance with the requirements of 15 Pa.C.S. § 1915 (relating to articles of amendment), the undersigned business corporation, desiring to amend its Articles, hereby states that:

1. The **name** of the corporation is: Cellular Rentals, Inc.
2. The (a) **address** of this corporation's current registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) 900 McCormick Road, Mechanicsburg, Pennsylvania 17055, Cumberland  
 Number and Street City State Zip County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The statute by or under which it was incorporated is: 15 Pa. C. S. § 1306
4. The date of its incorporation is: January 25, 1995
5. (Check, and if appropriate complete, one of the following):

X The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

\_\_\_\_\_ The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

6. (Check one of the following):

X The amendment was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1914(a) and (b).

\_\_\_\_\_ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c).

- 7. (Check, and if appropriate complete, one of the following):**

X The amendment adopted by the corporation, set forth in full, is as follows:

The name of the Corporation is changed to Metro Teleconnect Companies, Inc. and the Registered Office is changed to  
2150 Herr Street, Harrisburg, Pennsylvania 17103, Dauphin County

           The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

BA DEPT. OF STATE

MAR 30 2000

200026-711

8. (Check if the amendment restates the Articles):

☐ The restated Articles of Incorporation supersede the original Articles and all amendments thereto.

IN TESTIMONY WHEREOF the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 28<sup>th</sup> day of MARCH, 2000.

Cellular Rentals, Inc.

(Name of Corporation)

BY: [Signature]

(Signature)

TITLE: President

**EXHIBIT C**

**Authority to Transact Business  
In the State of Tennessee**



**Secretary of State**  
**Division of Business Services**  
**312 Eighth Avenue North**  
**6th Floor, William R. Snodgrass Tower**  
**Nashville, Tennessee 37243**

DATE: 11/15/02  
REQUEST NUMBER: 4653-1669  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 11/15/02 1133  
EFFECTIVE DATE/TIME: 11/15/02 1133  
CONTROL NUMBER: 0436752

TO:  
CT CORPORATION SYSTEM  
1030 15TH ST NW  
WASHINGTON, DC 20005

RE:  
METRO TELECONNECT COMPANIES, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF  
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE  
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE  
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN  
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE  
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE  
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS  
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED  
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION  
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR  
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

-----  
FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
FOR PROFIT

ON DATE: 11/15/02

FROM:  
C T CORPORATION SYSTEM (DC-1030 15TH ST)  
1030 15TH ST N.W.  
WASHINGTON, DC 20005-0000

RECEIVED: FEES \$600.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00003170259  
ACCOUNT NUMBER: 00000007



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

State of Tennessee



## Department of State

Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(FOR PROFIT)

For Office Use Only

FILED

2002 NOV 15

RECEIVED  
TENNESSEE

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Metro Teleconnect Companies, Inc.

\*If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. \*If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Pennsylvania

3. The date of its incorporation is 1/25/95 (must be month, day, and year), and the period of duration, if other than perpetual, is perpetual

4. The complete street address (including zip code) of its principal office is  
2150 Herr Street Harrisburg, PA 17103

Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

530 Gay Street Knoxville TN 37902, COUNTY OF KNOX

Street City State/Country Zip Code

Registered Agent CT Corporation System

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)  
See attached list

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.) See attached list

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) \_\_\_\_\_

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is \_\_\_\_\_ (date), \_\_\_\_\_ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

Signature Date

Chad Hazam 11/1/02  
President

Signer's Capacity

Name of Corporation

Signature

Name (typed or printed)

Metro Teleconnect  
Chad Hazam  
Chad Hazam

**Directors and Officers  
Metro Teleconnect Companies, Inc.**

---

1. Chad Hazam, President / Officer / Director  
2150 Herr Street  
Harrisburg, PA 17103
2. Karis Hazam, Vice President / Officer / Director  
2150 Herr Street  
Harrisburg, PA 17103
3. Dave Hill, Secretary / Officer / Director  
2150 Herr Street  
Harrisburg, PA 17103

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

NOVEMBER 12, 2002

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

METRO TELECONNECT COMPANIES, INC.

is duly incorporated under the laws of the Commonwealth of Pennsylvania  
and remains a subsisting corporation so far as the records of this office  
show, as of the date herein.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and caused  
the Seal of the Secretary's  
Office to be affixed, the day  
and year above written.

*C. Michael Schwartz*

Secretary of the Commonwealth

DPOS

RECEIVED  
OF TENNESSEE  
NOV 15 AM 11:33  
RILEY DARRWELL  
SECRETARY OF STATE

**EXHIBIT D**

**Biographies of Key Personnel**

## **Exhibit D**

### **Biographies of Key Personnel**

*Metro Teleconnect Companies, Inc.* possesses the requisite operational, managerial, and technical ability to provide its proposed services in Tennessee. Applicant's key management and technical personnel include:

■ **Chad Hazam – President**, has significant experience in the telecommunications business. He founded Metro Teleconnect (formerly Cellular Rentals, Inc.), which was the first cellular reseller to interface directly with a cellular switch. In 1995, the Company incorporated debit software into its switch, which allows it to provide service to all customers without the need for deposits or long-term contracts. Through Metro Teleconnect, Mr. Hazam has had close dealings with carriers such as Verizon (formerly Bell Atlantic) and 360 Degrees (formerly Sprint Cellular), to implement the unique prepaid cellular concept. In 1997, Metro Teleconnect began reselling local telecommunications services in Pennsylvania and has since expanded Company operations into over 20 states. Mr. Hazam is involved in all phases of the Company's operations. Mr. Hazam is a graduate of the University of Pennsylvania, where he studied business and economics at the Wharton School. Mr. Hazam also obtained a law degree from George Washington Law School, graduating with honors.

■ **Karis Lewellen-Hazam – Vice President**, is the co-founder and Vice-President of Metro Teleconnect. Ms. Hazam, who oversees the operations of Metro Teleconnect, is involved in marketing, customer care and carrier relations. Ms. Hazam graduated from Houghton College with a Bachelor of Arts in Chemistry and a Math minor. Ms. Hazam attended business school in Rochester, New York, where she was certified in computer programming.

■ **Jerry Banks – Chief Financial Officer**, graduated from Penn State University in 1991 with a Bachelor's degree in professional accounting. After graduating, Mr. Banks accepted a position as Controller of a start-up franchise called "Pretzel Time" that made hand-rolled soft pretzels. Within three years, the company grew from one store in Connecticut to over 126 stores in 26 states. The company received national attention from "Entrepreneur Magazine" and was ranked one of the top 20 fastest growing franchises in the country. During this period of rapid expansion, Mr. Banks played a primary role in managing the company's finances and legal responsibilities. Subsequently, Mr. Banks acquired four "Pretzel Time" stores and began his own franchised business. He employed forty employees and managed the operations as well as the financial aspects of the business. After three successful years, Mr. Banks sold his business. In 1996, Mr. Banks accepted the position of Controller with a rent-to-own business owned by Mr. Hazam. During his tenure, Mr. Banks implemented a fully integrated accounting system and compiled financial statements and cash flow statements for 21 stores. In May of 1997, Family Rentals was sold to Renters Choice, a national public company. The following month, Mr. Banks accepted a position as Controller for Metro Teleconnect.

**EXHIBIT E**

**Financial Statements**

**CONFIDENTIAL – FILED UNDER SEAL**

**EXHIBIT F**

**Financial Projections**

**CONFIDENTIAL – FILED UNDER SEAL**



**EXHIBIT G**

**Proposed Local Services Tariff**

LOCAL EXCHANGE SERVICES TARIFF

Containing  
Regulations and Rates Applicable to the Furnishing of  
Local Exchange Telephone Services  
Provided in Tennessee  
by  
METRO TELECONNECT COMPANIES, INC.

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Metro Teleconnect Companies, Inc., with principal offices at 2150 Herr Street, Harrisburg, Pennsylvania 17103

This Tariff applies to services furnished within the State of Tennessee.

This Tariff is on file with the Tennessee Regulatory Authority ("Authority") and copies may be inspected, during normal business hours, at Carrier's principal place of business.

---

Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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CHECK SHEET

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets, as named below, comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	NUMBER OF REVISION (except as indicated)	EFFECTIVE <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
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22	Original	
23	Original	
24	Original	
25	Original	
26	Original	
27	Original	
28	Original	
29	Original	
30	Original	
31	Original	
32	Original	

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Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

TELECOMMUNICATIONS SERVICES

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APPLICATION OF TARIFF

This tariff sets forth the services offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Metro Teleconnect Companies, Inc. (hereinafter "Company") with principal offices at 2150 Herr Street, Harrisburg, PA 17103. This Tariff applies to services furnished in the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority ("Authority"), and copies can be inspected, during normal business hours, at Company's principal place of business.

---

Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND  
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- |   |   |  |
|---|---|--|
| C | - | To signify a changed condition or regulation.                    |
| D | - | To signify discontinued rate or regulation.                      |
| I | - | To signify increased rate.                                       |
| M | - | To signify a move in location of text.                           |
| N | - | To signify new rate or regulation.                               |
| R | - | To signify a reduced rate.                                       |
| T | - | To signify a change in text but no change in rate or regulation. |
| Z | - | To signify a correction.   |

---

Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Authority. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Authority follows in its Tariff approval process, the most current sheet number on file with the Authority is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i)(1)

D. Check Sheets - When a Tariff filing is made with the Authority, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Authority.

---

Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Authority: Tennessee Regulatory Authority (also may be referred to as "TRA"), unless context indicates otherwise.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: Metro Teleconnect Companies, Inc., a Pennsylvania Corporation, which is the issuer of this tariff.

Customer: The person or entity which orders services from the Company or prepays the Company for use of its services; and who is responsible for the payment of charges and for compliance with the Company tariff regulations.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Incumbent Local Exchange Carrier (ILEC): Local exchange carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange carrier association.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Reminder Notice: The notification mailed to Customer prior to the expiration of the current prepaid period.

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Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103



TELECOMMUNICATIONS SERVICES

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Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Service Order may also be referred to as Customer Service Agreement.

Service(s): The Company's local telecommunications service(s) offered to the Customer under this tariff.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use Services provided under this tariff.

---

Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

---

TELECOMMUNICATIONS SERVICES

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SECTION 2 - REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Tennessee under the terms of this tariff. Service is available 24 hours a day, seven days a week.

The Company is responsible under this tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

2.1.2.1 Except as otherwise provided herein, service is prepaid and provided on the basis of a minimum period of at least one month, and shall continue to be provided until Customer fails to prepay for the subsequent month pursuant to Company' monthly service Reminder Notice. If Customer does not provide payment prior to the expiration of the prepaid service period, Customer's service will be disconnected pursuant to Section 2.5.5 of this Tariff.

2.1.2.2 Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

2.1.2.3 Customer may be required to enter into a written Customer Service Agreement, which may contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. At the expiration of any term specified in the Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.

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Issue Date:

Effective Date:

Issued by: Chad Hazam, President  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
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TELECOMMUNICATIONS SERVICES

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2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.4 This Tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for the State's choice of law provisions.

2.1.2.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.2.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3 Liability of the Company

2.1.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruptions as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.3.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

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TELECOMMUNICATIONS SERVICES

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2.1 Undertaking of the Company (Cont'd)2.1.3 Liability of the Company (Cont'd)

- 2.1.3.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.3.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.3.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.3.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.3.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services of equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

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TELECOMMUNICATIONS SERVICES

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2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this tariff;
- B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
- C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.3.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.3.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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TELECOMMUNICATIONS SERVICES

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2.1 Undertaking of the Company (Cont'd)2.1.3. Liability of the Company. (Cont'd)

2.1.3.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.3.12 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.1.3.13 With respect to Emergency Number 911 Service:

- A. This service is offered solely as part of the resold ILEC service, where available, as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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TELECOMMUNICATIONS SERVICES

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2.1 Undertaking of the Company (Cont'd)2.1.3 Liability of the Company, (Cont'd)

2.1.3.14 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.3.15 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.3.16 When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routing preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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TELECOMMUNICATIONS SERVICES

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2.1 Undertaking of the Company (Cont'd)2.1.5 Provision of Equipment and Facilities

2.1.5.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.5.2 The Company shall use reasonable efforts to cause the ILEC to maintain its own facilities which the Company furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities provided by the ILEC or the Company.

2.1.5.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission or
- B. the reception of signals by Customer provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the ILEC, its agents or contractors.

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TELECOMMUNICATIONS SERVICES

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- A. placing orders for service.

When placing an order for service, Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

- B. the payment of all applicable charges pursuant to this Tariff;

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2.3. Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- C. reimbursing the Company for damage to, or loss of, the Company's or the ILEC's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- D. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company or ILEC facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the operating environment on such premises;
- E. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.D. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company- or ILEC-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- F. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which ILEC employees and agents shall be installing or maintaining the facilities and equipment under this Tariff. The Customer may be required to install and maintain ILEC facilities and equipment within a hazardous area if, in the ILEC's opinion, injury or damage to the ILEC's employees or property might result from installation or maintenance by the ILEC. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2.3. Obligations of the Customer (Cont'd)

2.3.1. General (Cont'd)

- G. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as maybe required with respect to, the location of Company or ILEC facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1E. above; and granting or obtaining permission for needed personnel to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company or ILEC;
- H. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's or ILEC's equipment or facilities; and
- I. making Company or ILEC facilities and equipment available periodically for maintenance purposes at a time agreeable to all affected parties. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the company from all claims, actions, damages, liabilities, costs and expenses for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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TELECOMMUNICATIONS SERVICES

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2.4 Customer Equipment and Channels2.4.1 Interconnection of Facilities

- 2.4.1.1 Services furnished by the Company may be connected to the services or facilities of other authorized communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Service furnished by the company is not part of a joint undertaking with such other carriers.
- 2.4.1.2 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.1.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.
- 2.4.1.4 The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Company's facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.4.2 Inspections

- 2.4.2.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.2.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 Payment Arrangements2.5.1 Payment for Service

2.5.1.1 The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or authorized Users. Objections must be received by the Company within 10 days after the due date, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.2 Taxes: The Customer is responsible for the payment of any federal, state, and municipal fees, charges, and taxes, excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.2 Billing and Collection of Charges

2.5.2.1 Customers monthly service provided by Company shall be prepaid by Customer for each one-month period. The Company shall present a bill or Reminder Notice for monthly charges to the Customer in advance of the month for which service is being provided.

2.5.2.2 Payments shall be considered delinquent if not paid within twenty (20) days after a bill or Reminder Notice is rendered to Customer.

2.5.2.3 For existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Customers may pay for service through an authorized payment agent or with a money order.

2.5.2.5 Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.2.6 A charge of \$40.00 will apply whenever a Subscriber requests to be reconnected to the Services after the Company has terminated Services to Subscriber for any reason allowed by this Tariff.

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2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.3.2 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Authority by contacting the Authority at:

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243  
Phone: (615) 741-2904

2.5.4 Customer Deposits

The Company does not require deposits from Customers.

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2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

Customer's service will be discontinued without the Company incurring any liability for any of the following reasons:

- 2.5.5.1 Upon expiration of any prepaid service period unless Customer has paid to Company the next full month's service fee and/or any applicable reconnection fee;
- 2.5.5.2 Upon violation of or noncompliance with any Authority regulations, or for violation or noncompliance with any of the other material terms or conditions for furnishing service.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
- 2.5.5.4 Immediately and without notice upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
- 2.5.5.5 Immediately and without notice upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.

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2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

- A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.5.6.A (1-5) if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services(s); or
  3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - c. Any other fraudulent means or devices; or
  4. Use of service in such a manner as to interfere with the service of other users; or
  5. Use of service for unlawful purposes.
- B. Seven (7) days after sending the Customer written notice of noncompliance with any provisions of this tariff if the noncompliance is not corrected within that seven (7) day period; or

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2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

2.5.5.7 Unless otherwise stated, the Company will provide Customer with notice in conformance with the Authority Rules and Regulations prior to any discontinuance of service.

2.5.5.8 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.5.9 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 48 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs.

It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in writing or equipment, if any, furnished by Customer and connected to the ILEC's terminal. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

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2.6 Allowances for Interruptions of Service (Cont'd)2.6.1 Credit Allowances

- 2.6.1.1 The Customer shall be credited for any interruption in the same proportion that the ILEC credits the Company according to the following formula:

Customer Credit =  $A/B \times C$ , where:

A = Service credit to the Company from the ILEC

B = Total monthly charge for Customer's service to the Company from the ILEC

C = Monthly charge to the Customer by the Company

- 2.6.1.2 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company or ILEC.

- 2.6.1.3 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

- 2.6.1.4 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Charges specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- 2.6.2.2 interruptions due to the negligence of any person using the Company's or the ILEC's facilities with the Customer's permission;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment;
- 2.6.2.4 interruptions of service during any period in which the Company or ILEC are not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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Effective Date:

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Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

2.6.2.6 interruptions of service during any period when the Customer has released service to the Company or ILEC for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.6.2.7 interruption of service due to circumstances or causes beyond the control of the Company.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special constructions, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.2 Cancellation of Service by a Customer

2.7.2.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges for the applicable notice period.

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TELECOMMUNICATIONS SERVICES

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2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or © pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's Reminder Notices or bills for service shall be mailed.

2.9.2 The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices or other communications, by following the procedures for giving notice set forth herein.

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TELECOMMUNICATIONS SERVICES

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 Local Exchange Telephone Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the ILEC's switching network which enables the Customer to:

- Place or receive calls to any calling Station in the local calling area, as defined herein;
- Access basic and enhanced 911 Emergency Service (if available through the ILEC);
- Place or receive calls to toll free 8XX telephone numbers, where available.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976).

3.1.1 Basic Local Service

Basic Local Service is a service which is available for access by subscribers on a full time basis. Basic Local Service provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the customer's area, and toll free (e.g. "800" or "888") calls.

Basic Local Service does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company through the ILEC's switch: interLATA, intraLATA, interstate, and international (e.g. "1+" or "0+"); collect calls; operator-assisted calls; third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

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TELECOMMUNICATIONS SERVICES

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3.1 Local Exchange Service (Cont'd)

3.1.2 Optional Services

3.1.2.1 Call Waiting

Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.

3.1.2.2 Call Forwarding

Allows calls to automatically ring to another phone number.

3.1.2.3 Non-Published Number

Allows the Customer to keep his local phone number out of the phone book or directory assistance.

3.1.2.4 "Three-Way" Calling

Allows the Customer to add a third party to a conversation.

3.1.2.5 Call Return

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.

3.1.2.6 Caller ID

Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers.

Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

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TELECOMMUNICATIONS SERVICES

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3.1 Local Exchange Service (Cont'd)

3.1.3 Miscellaneous Services

3.1.3.1 Service Change Order

Allows a Customer to requests a change in Service.

3.1.3.2 Service Restoration

Restores service that has been suspended by the Company.

3.1.3.3 Service Reconnection

Restores service that has been disconnected by the Company.

3.1.3.4 Transfer of Service

Transfer of Service allows a Customer to initiate service subsequent to a Customer location move.

3.1.3.5 Change of Telephone Number

Allows a Customer to change his or her telephone number without interruption of the Customer's service.

3.1.3.5 Change of Name on Account

Allows a Customer to change the Customer name on a telephone account associated with a particular telephone number. The new Customer will be responsible for payment of charges and for compliance with the Company's Tariff regulations.

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TELECOMMUNICATIONS SERVICES

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3.2 Local Exchange Service Rates and Charges3.2.1 Basic Local Service Rates and Charges

A Basic Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

3.2.1.1 Non-Recurring Charge

One-Time Activation Fee \$ 40.00

3.2.1.2 Monthly Recurring Charges

Basic Local Service – Monthly Fee \$ 49.95

3.2.2 Optional Features

	<u>Monthly</u>	<u>One-Time Activation Fee</u>
Call Waiting	\$7.00	N/A
Call Forwarding	\$7.00	N/A
Three-Way Calling	\$7.00	N/A
Non-Published Number	\$7.00	N/A
Call Return	\$7.00	N/A
Caller ID	\$13.00	\$10.00

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TELECOMMUNICATIONS SERVICES

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3.2 Local Exchange Service Rates and Charges3.2.3 Miscellaneous Service

	<u>Rate</u>
Change Order Fee	\$15.00
Restoration Fee	\$15.00
Reconnection Fee	\$40.00
Transfer of Service	\$40.00
Change of Telephone Number	\$25.00
Change of Name on Account	\$25.00

3.2.4 Demand Charges

The Company attempts to block Customer access to optional features and network services to which a Customer does not subscribe. In the event that a non-subscribing Customer circumvents the blocking or otherwise accesses these optional features and network services, the Customer will be assessed a Demand Charge. A Demand Charge will be assessed each time a Customer accesses an optional feature or network service to which the Customer does not subscribe.

<u>Feature or Service</u>	<u>Rate</u>
Call Return	\$ 1.59
Call Trace	\$ 2.29
Directory Assistance Completion	\$ 0.50
Repeat Calls	\$ 1.49
Three-Way Calls	\$ 1.59
Verify Interrupt	\$ 2.99

3.2.5 Returned Check Charge

Carrier will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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Harrisburg, PA 17103

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TELECOMMUNICATIONS SERVICES

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3.3 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.3.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.3.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.3.3 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3.4 Directory listings are provided in connection with each Customer service as specified herein.

3.3.5 Non-Recurring Charges

Non-Recurring Charges associated with Directory Listings are as follows:

	<u>Non-Recurring</u>
Primary Listing (one number)	N/C

3.3.6 Recurring Charges

Monthly Recurring Charges associated with Directory Listings are as follows:

	<u>Monthly</u>
Primary Listing (one number)	N/C

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TELECOMMUNICATIONS SERVICES

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3.4 Directory Assistance Service

Directory Assistance Service is available to Customers where facilities and billing capabilities permit. The rate for each call to local Directory Assistance and national Directory Assistance is \$0.99 and \$1.99, respectively. Up to two requests for numbers may be made on each call to Directory Assistance. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s).

Residential customers are entitled to two (2) free directory assistance calls per monthly billing cycle. Call allowances are not transferable between separate accounts of the same Customer.

Charges will not be levied for Directory Assistance where Customer has been affirmed in writing as unable to use a telephone directory because of a visual or physical handicap.

3.5 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.6 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Authority.

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Issue Date:

Effective Date:

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2150 Herr Street  
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**EXHIBIT H**

**Small and Minority-Owned  
Telecommunications Business Participation Plan**

## **Small and Minority-Owned Telecommunications Business Participation Plan**

Pursuant to T.C.A. §65-5-212, as amended, Applicant submits this small and minority-owned telecommunications business participation plan ("Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing local telecommunications services in Tennessee.

### **I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. Metro Teleconnect Companies, Inc. ("Metro Teleconnect") is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. Metro Teleconnect will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Metro Teleconnect will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Metro Teleconnect of such opportunities. Metro Teleconnect will contact the Department of Economic and Community Development, the administrator of the small and minority-owned telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Metro Teleconnect will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

### **II. DEFINITIONS**

As defined in §65-5-212.

*Minority-Owned Business.* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

*Small Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

### **III. ADMINISTRATION**

Metro Teleconnect's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Metro Teleconnect's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Patrick Smith, Director  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the TRA.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the TRA, including the filing of required annual updates.
- (4) Serving as the primary liaison to cooperate with the TRA, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small minority-owned businesses as defined in §65-5-212.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperate in any authorized surveys as required by the TRA.
- (7) Establishing a record-keeping system to keep qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Metro Teleconnect and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources including the following:

Chambers of Commerce;  
The Tennessee Department of Economic and Community Development;  
The United States Department of Commerce, Small Business Administration and  
Office of Minority Business;  
The National Minority Supplier Development Counsel;  
The National Association of Women Business Owners;  
The National Association of Minority Contractors; and  
The Historically Black Colleges, Universities, and Minority Institutions.

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

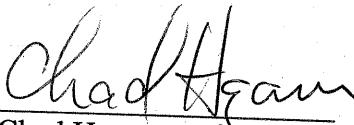
#### **IV. RECORDS AND COMPLIANCE REPORTS**

Metro Teleconnect will maintain records of qualified small and minority-owned businesses and efforts to use the goods and services of such businesses. In addition, Metro Teleconnect will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Metro Teleconnect will submit records and reports required by the TRA concerning the Plan. Moreover, Metro Teleconnect will cooperate fully with any surveys and studies required by the TRA.

Metro Teleconnect Companies, Inc.

By:

  
Chad Hazam  
President

Dated: 11/18/02, 2002.

*Metro Teleconnect Companies, Inc.*

**EXHIBIT I**

**IntraLATA Toll Dialing Parity Plan**



METRO TELECONNECT COMPANIES, INC.  
INTRALATA TOLL DIALING PARITY PLAN

INTRODUCTION

Metro Teleconnect Companies, Inc. ("Metro Teleconnect" or the "Company") currently offers its residential consumers only toll-restricted services. Pursuant to their agreement with the Company, customers use pre-and post-paid calling cards or make other arrangements for the carriage of toll traffic. At such time as Metro Teleconnect offers consumers access to toll services, it intends to implement the following processes, which are designed to give end-user customers the opportunity to designate a carrier for their intraLATA toll call traffic in those market areas where Metro Teleconnect is a facilities-based local exchange service provider. Under this proposal, intraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code.

POLICIES

At such time as Metro Teleconnect offers consumers to access to toll services, it intends to deploy two-PIC (Primary Interexchange Carrier) technology in its switches enabling customers to prescribe to either the same or two different carrier(s) for their intraLATA and interLATA services.

Appropriate tariffs will be revised and filed in accordance with this plan, and applicable rules and regulations.

Metro Teleconnect will offer customers the ability to access all participating carriers by dialing the appropriate access codes (e.g., 10-10XXX).

All eligible Metro Teleconnect end user telephone line numbers will be presubscribed and have two PICs associated with them.

CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

Metro Teleconnect will not bill for intraLATA service and will not participate in billing disputes for intraLATA service between an alternative competing interexchange carrier and its customers.

Metro Teleconnect representatives will not initiate or accept three-way calls from an alternative interexchange carrier in order to discuss pre-subscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and Metro Teleconnect.

### CALL ELIGIBILITY/TOLL DIALING PLAN

All local service customers of Metro Teleconnect will have calls routed according to the following plan:

<i>If an Metro Teleconnect Customer Dials:</i>	<i>The Call will be Handled By/Routed To:</i>
911	PSAP on originating line number
411/555-1212	Directory Assistance Operator
0-	Operator
7 digits (local call)	Local Exchange Carrier
7 digits (intraLATA toll call, same NPA)	IntraLATA Toll Provider
1 + 10 digits (IntraLATA toll call)	IntraLATA Toll Provider
0 + 10 digits (IntraLATA toll call)	IntraLATA Toll Provider
1 + 10 digits (InterLATA toll call)	InterLATA Toll Provider
0 + 10 digits (InterLATA toll call)	InterLATA Toll Provider
10-10-XXX + 0-	XXX Carrier
10-10-XXX + 7 digits (IntraLATA toll)	XXX Carrier
10-10-XXX + 0 + 10 digits	XXX Carrier
10-10-XXX + 10 digits	XXX Carrier

If an Metro Teleconnect customer originates a call to an alternative interexchange carrier's Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to an alternative interexchange carrier's Operator by dialing an access code (e.g., 10-10-XXX +0-), the call will be routed to the XXX carrier. In both cases, the carrier's switch is responsible for routing this call to the alternative interexchange carrier's Operator or to an announcement.

### NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) access tandem(s). Direct trunks between the Metro Teleconnect switch and the interexchange carrier location(s) may be provided when warranted by traffic volume. Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC access tandem(s).

Metro Teleconnect will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carriers to block traffic or to remove customers from their network

will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

### CUSTOMER CONTACT INFORMATION

Metro Teleconnect customer contact representatives will process customer-initiated PIC selections to Metro Teleconnect or to an alternative intraLATA carriers. Carriers will have the option of allowing the Metro Teleconnect representative to process PIC requests on their behalf.

Metro Teleconnect will not ballot or allocate its customer base. All customers will be "PIC'd" to Metro Teleconnect unless another carrier is chosen by the particular customer.

Metro Teleconnect customer contact representatives will respond to customer inquiries about intraLATA carriers in a competitively-neutral fashion. If a customer requests information on alternative carriers other than Metro Teleconnect, a list of participating carriers will be read to that customer in random order by the Metro Teleconnect representative.

If the intraLATA toll carrier selected by the customer permits Metro Teleconnect to process orders on its behalf, Metro Teleconnect will accept the PIC change request. If the customer selects an intraLATA toll carrier that does not allow Metro Teleconnect to process PIC changes on its behalf, Metro Teleconnect will provide the customer with the carrier's toll-free number (if provided by the carrier).

Metro Teleconnect representatives will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

### PRE-SUBSCRIPTION INFORMATION

Consistent with the Metro Teleconnect's tariffs, a PIC change charge may be incurred and billed to an Metro Teleconnect customer for each eligible line where a PIC change is made. Metro Teleconnect will offer its existing customers a 90-day grace period following the implementation of this plan during which the customers may change intraLATA carriers without incurring a PIC change charge. Customers can make multiple PIC changes during these 90 days at no charge. After the 90-day period, Metro Teleconnect may assess the PIC change charge for each PIC change made. Metro Teleconnect will offer interexchange carriers the option of having the PIC charge billed to the carrier or directly to the customer.

New line customers, including customers adding lines, will have the opportunity to select a participating carrier, or they will be assigned a NO PIC designation. If a customer cannot decide upon an intraLATA carrier at the time of order, Metro Teleconnect may extend the 30-day period following placement of the customer's service order for the customer to select an intraLATA carrier without charge. Such a customer will be assigned a NO PIC designation in the interim. After this 30-day period, Metro Teleconnect will assess the PIC change charge as described above. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

If an Metro Teleconnect customer denies requesting a change in intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce a Letter of Agency signed by the customer or some other form of verification that is permitted by law, the PIC will be changed as per the customer's request and the intraLATA carrier will be assessed a charge for the unauthorized PIC change. This penalty is in addition to any other penalties authorized by law, which Metro Teleconnect may pursue.

Alternative interexchange carriers may submit PIC changes to Metro Teleconnect via a fax/paper interface.

Metro Teleconnect will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes via paper. Metro Teleconnect will provide carriers with PIC order confirmation and reject information. Specific details regarding this process will be provided to participating carriers.

Some customers may change their local service provider from the incumbent LEC to Metro Teleconnect and retain their incumbent LEC telephone number(s). As part of this process, for such customers Metro Teleconnect will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the Metro Teleconnect telephone number.

#### ANTI-SLAMMING

To ensure that its customers have affirmatively selected the Company, Applicant will not switch a new customer's long distance carrier until it has received a Letter of Authorization from the new customer in accordance with Section 64.1100 of the Rules of the Federal Communications Commission, 47 C.F.R. §64.1100, and applicable Tennessee regulations.

#### COMPLIANCE WITH APPLICABLE LAWS

Applicant will comply with all applicable federal communications laws, state laws, and TRA regulations.

**EXHIBIT J**

**Certificate of Service to  
Incumbent Local Exchange Service Providers  
Certified In Tennessee  
(Facilities-Based)**

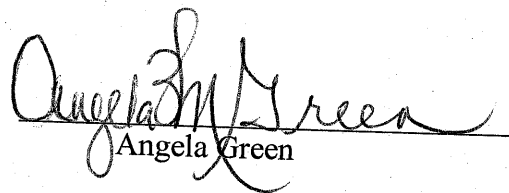
**Certificate of Service**

I, Angela Green, do hereby certify that the following entities have been notified on this, the 4<sup>th</sup> day of December, 2002 via first class U.S. mail, postage prepaid, that Metro Teleconnect Companies, Inc. seeks approval to provide facilities-based and resold local telecommunications services in the entire State of Tennessee:

- 1) **Ardmore Telephone Company, Inc.**  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)
- 2) **Bell South**  
333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)
- 3) **Century Telephone of Adamsville**  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
- 4) **Century Telephone of Claiborne**  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
- 5) **Century Telephone of Ooltewah-Collegedale, Inc.**  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)
- 6) **Citizens Communications Company of Tennessee**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

- 7) **Citizens Communications Company Of The Volunteer State**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
- 8) **Loretto Telephone Company, Inc.**  
P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)
- 9) **Millington Telephone Company, Inc.**  
P.O. Box 429  
4880 Navy Road  
Millington, TN 38030-0429  
(901) 872-3311  
(901) 873-0022 (Fax)
- 10) **Sprint-United**  
112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)
- 11) **TDS Telecom-Concord Telephone Exchange, Inc.**  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)
- 12) **TDS Telecom-Humphreys County Telephone Company**  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)
- 13) **TDS Telecom-Tellico Telephone Company, Inc.**  
P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

- 14) **TDS Telecom-Tennessee Telephone Company**  
P.O. Box 18139  
Knoxville, TN 37928-2139  
(423) 922-3535  
(423) 922-9515 (Fax)
- 15) **TEC-Crockett Telephone Company, Inc.**  
P.O. Box 7  
Friendship, TN 38034  
(901) 677-8181
- 16) **TEC People's Telephone Company, Inc.**  
P.O. Box 310  
Erin, TN 37061  
(931) 289-4221  
(931) 289-4220 (Fax)
- 17) **TEC-West Tennessee Telephone Company, Inc.**  
P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316  
(901) 742-2211  
(901) 742-2212 (Fax)
- 18) **United Telephone Company**  
P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034  
(931) 364-2289  
(931) 364-7202 (Fax)

  
Angela Green



**EXHIBIT K**

**Numbering Issues**

## Numbering Issues

**Please provide answers to the following questions concerning numbering within your proposed service area:**

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

*Response:* Metro Teleconnect expects its demand will be two (2) NXXs for the Nashville LATA (470) and 2 NXXs for the Memphis LATA (468).

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

*Response:* Metro Teleconnect estimates that it will request two (2) NXXs for each LATA (four total) from NANPA when it establishes its service footprint.

3. When and in what NPA do you expect to establish your service footprint?

*Response:* Metro Teleconnect expects to initially establish its NPA 468 and 470 service footprints within two to four months of certification.

4. Will the Company sequentially assign telephone numbers within NXXs?

*Response:* The Company will sequentially assign telephone numbers within the NXXs, except when a customers requests a special number available in the NXX inventory.

5. What measures does the Company intend to take to conserve Tennessee numbering resources?

*Response:* Our operations system will automatically free up numbers to be re-used or re-assigned no later than the next publication date of the white pages directory.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

*Response:* When ordering NXXs for growth, based on our current projections, we will use a 60% fill of an existing NXX to determine when a request for a new NXX will be initiated.

**EXHIBIT L**

**Tennessee Specific Operational Issues**

**Tennessee Specific Operational Issues**

- (1) How does the company intend to comply with TCA §65-21-114 (toll-free telephone service within counties)?

Applicant will provide local exchange services through the lease or purchase of UNE platform. Consequently, Applicant will rely on the underlying carrier to ensure compliance with §65-21-114.

- (2) Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes.

- (3) Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes.

- (4) Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

Applicant will provide local exchange services through the lease or purchase of UNE platform. Consequently, Applicant will rely on the underlying carrier to ensure that customers will not be billed long distance charges for calls within metro calling areas.

- (5) Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.

Patrick Smith, Director  
Metro Teleconnect Companies, Inc.  
2150 Herr Street  
Harrisburg, Pennsylvania 17103  
Telephone: (717) 564-0603  
Facsimile: (717) 564-9429

- (6) Does the company intend to telemarket its services in Tennessee?

No, Applicant will market its services through local agents (where the customer can also obtain and pay for such services) and through commercial advertisements in area newspapers, radio and television broadcasts. Applicant is aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11.

**EXHIBIT M**

**Pre-filed Direct Testimony of Patrick Smith**

**Pre-filed Direct Testimony of Patrick Smith**

I, Patrick Smith, do hereby testify as follows in support of the Application of Metro Teleconnect Companies, Inc. ("Metro Teleconnect") for a Certificate of Convenience and Necessity to provide competing facilities-based and resold local telecommunications services throughout the State of Tennessee.

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Patrick Smith. My business address is 2150 Herr Street, Harrisburg, Pennsylvania 17103.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by the Applicant, Metro Teleconnect Companies, Inc. ("Metro Teleconnect"). I currently serve as Director, with operational and regulatory responsibilities.

Q. PLEASE DESCRIBE YOUR PROFESSIONAL QUALIFICATIONS.

A. I have received a Bachelor's Degree from the University of Texas and have over fifteen years' managerial experience.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support the Application of Metro Teleconnect Companies, Inc. for a Certificate of Authority to provide facilities-based and resold local telecommunications services throughout Tennessee.

Q. PLEASE DESCRIBE METRO TELECONNECT'S CURRENT CORPORATE STRUCTURE.

A. Metro Teleconnect is a corporation organized under the laws of Pennsylvania. It has a single wholly-owned subsidiary, Metro Teleconnect, Inc., that is certificated to provide local telecommunications services in Virginia.

Q. PLEASE PROVIDE SOME BACKGROUND ABOUT METRO TELECONNECT.

A. Metro Teleconnect currently provides prepaid local exchange services to residential consumers in over 25 states throughout the United States. These states are primarily located in the service territories of Verizon (formerly known as Bell Atlantic), Ameritech, and Southwestern Bell. Metro Teleconnect is also authorized to provide local services in three BellSouth states – Kentucky, North Carolina, and South Carolina – and now plans expand throughout the BellSouth region. In Tennessee, Metro Teleconnect plans to provide its local telecommunications services through the lease or purchase of unbundled network element (“UNE”) platform from the incumbent local exchange carrier (“ILEC”), as well as the purchase of the ILEC’s resold local services.

Q. WHAT SERVICES DOES METRO TELECONNECT PROPOSE TO OFFER TENNESSEE CONSUMERS?

A. Metro Teleconnect proposes to provide residential consumers with unlimited local calling, optional calling services and features, and access to 911 and toll-free (e.g., 800, 888) services. At this time, Metro Teleconnect does not propose to provide access to usage-based services, such as direct-dial, long-distance calls, collect calls, operator-assisted calls, and third-number billed calls. Applicant’s local telecommunications services and optional features are more fully described in its proposed tariff, attached to its Application as Exhibit G.

Q. DOES METRO TELECONNECT POSSESS THE REQUISITE MANAGERIAL, FINANCIAL, AND TECHNICAL ABILITIES TO PROVIDE THE SERVICES FOR WHICH IT HAS APPLIED FOR AUTHORITY?

A. Yes. The Company’s managerial, technical, and financial qualifications are discussed in

detail in its Application.

Q. PLEASE DESCRIBE METRO TELECONNECT'S FINANCIAL QUALIFICATIONS.

A. Metro Teleconnect has provided its most recent and projected financial statements in Exhibits E and F to its Application, which have been filed on a confidential basis. This supporting financial documentation demonstrates that Metro Teleconnect is qualified to provide the proposed services.

Q. PLEASE DESCRIBE METRO TELECONNECT'S MANAGERIAL AND TECHNICAL QUALIFICATIONS.

A. Metro Teleconnect has grown steadily over the last several years and is now authorized to provide local telecommunications services in over 25 states. The Company's success can be attributed to its substantial managerial and technical expertise, which is described in the Application and Exhibit D thereto. Metro Teleconnect's expertise, as well as its successful experience in providing local telecommunications services throughout the United States, demonstrates that Metro Teleconnect has the managerial and technical qualifications to provide its proposed services in Tennessee.

Q. WILL METRO TELECONNECT OFFER SERVICE TO ALL CONSUMERS WITHIN ITS SERVICE AREA?

A. Yes, Metro Teleconnect will offer service to all consumers within its proposed service area, the entire State of Tennessee.

Q. DOES METRO TELECONNECT PLAN TO OFFER LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES IN AREAS SERVED BY ANY INCUMBENT LOCAL EXCHANGE TELEPHONE COMPANY WITH FEWER THAN 100,000 TOTAL ACCESS LINES?



A. No. At this time Metro Teleconnect plans to offer its local telecommunications services in those areas served by BellSouth.

Q. WILL THE GRANTING OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO METRO TELECONNECT SERVE THE PUBLIC INTEREST?

A. Yes. Grant of the Application will further both the goals of the Tennessee Legislature and the public interest by expanding the availability of competitive telecommunications services and options in the State of Tennessee. Applicant's presence in Tennessee will serve as an additional incentive for other telecommunications providers to operate more efficiently, offer more innovative services, reduce prices, and improve the quality of services they provide.

Q. DOES METRO TELECONNECT INTEND TO COMPLY WITH ALL TRA RULES, STATUTES, AND ORDERS PERTAINING TO THE PROVISION OF TELECOMMUNICATIONS SERVICES IN TENNESSEE, INCLUDING THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?

A. Yes.

Q. HAS ANY STATE EVER DENIED METRO TELECONNECT OR ONE OF ITS AFFILIATES AUTHORIZATION TO PROVIDE INTRASTATE SERVICE?

A. No.

Q. HAS ANY STATE EVER REVOKED THE CERTIFICATION OF METRO TELECONNECT OR ONE OF ITS AFFILIATES?

A. No.

Q. HAS METRO TELECONNECT OR ONE OF ITS AFFILIATES EVER BEEN INVESTIGATED OR SANCTIONED BY ANY REGULATORY AUTHORITY FOR

SERVICE OR BILLING IRREGULARITIES?

A. No.

Q. WHO IS KNOWLEDGEABLE ABOUT METRO TELECONNECT'S OPERATIONS AND WILL SERVE AS METRO TELECONNECT'S REGULATORY AND CUSTOMER SERVICE CONTACT?

A. I, Patrick Smith, will serve as Metro Teleconnect's regulatory and customer service contact.

Q. PLEASE EXPLAIN IN DETAIL METRO TELECONNECT'S PROPOSED PROCEDURES FOR RESPONDING TO INFORMATION REQUESTS FROM TRA AND ITS STAFF.

A. Metro Teleconnect will respond promptly to information requests from TRA and its staff. Regulatory authorities may contact me telephonically or in writing at the numbers and addressed provided in the Application. In addition, I may be reached via email at [psmith@metrotelco.com](mailto:psmith@metrotelco.com). Metro Teleconnect commits to replying to all inquiries in a reasonable and timely manner.

Q. ARE ALL STATEMENTS IN METRO TELECONNECT'S APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?

A. Yes. I swear that the foregoing testimony is true and correct to the best of my knowledge.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Patrick Smith

Patrick Smith

Director

Metro Teleconnect Companies, Inc.

STATE OF PENNSYLVANIA )

COUNTY OF Dauphin ) ss.

SUBSCRIBED AND SWORN to me this 18 day of November, 2002.

Witness my hand and official seal.

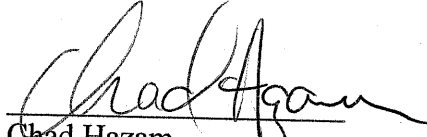
Notarial Seal  
Mercine M. Heisse, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires May 1, 2006  
Member, Pennsylvania Association of Notaries

Mercine M. Heisse  
Notary Public

My commission expires May 1, 2006

## VERIFICATION

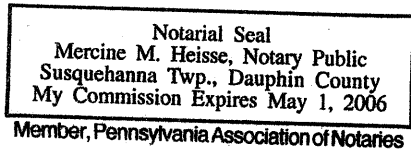
I, Chad Hazam, being duly sworn according to law, depose and say that I am the President of Metro Teleconnect Companies, Inc.; that I am authorized to and do make this verification for it; and that the facts set forth in the above Petition are true and correct to the best of my knowledge, information and belief and that I expect Metro Teleconnect Companies, Inc. to be able to prove the same at any hearing hereof.

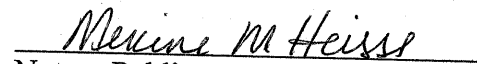
  
Chad Hazam  
President, Metro Teleconnect Companies, Inc.

STATE OF PENNSYLVANIA                    )  
  )  
COUNTY OF Dauphin                    ) ss.

SUBSCRIBED AND SWORN to me this 18 day of November, 2002.

Witness my hand and official seal.



  
Notary Public

My commission expires May 1, 2006